

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE:

MAGALI CALO BENITEZ

DEBTOR

CASE NO. 17-03387 ESL

CHAPTER 13

**DEBTOR'S MOTION REQUESTING COURT AUTHORITY TO  
INCUR IN CREDIT/MORTGAGE LOAN MODIFICATION**

TO THE HONORABLE COURT:

NOW COMES, **MAGALI CALO BENITEZ**, the Debtor, through the undersigned attorney, and very respectfully states and prays as follows:

1. On May 15, 2017, the Debtor filed the above captioned bankruptcy case under Chapter 13, 11 USC §§1301 *et. seq.*

2. The Debtor's *Chapter 13 Plan*, Docket No. 16, was confirmed on August 04, 2017, Docket No. 23, and a post-confirmation modified Plan, Docket No. 61, was approved on January 22, 2020, Docket No. 71, in the above captioned case.

3. Secured creditor Banco Popular de Puerto Rico ("BPPR") has offered the Debtor a mortgage loan modification under the Loss Mitigation Program, whereby the Debtor will reduce her monthly mortgage loan payments from \$761.32 (See: *Notice of Mortgage Payment Change*, dated 12/26/2019) to \$550.79.

3. A copy of BPPR's modification offer dated 02/15/2020 is hereby attached to this motion, which final approval is pending the Court's disposition of this request for authority to incur in said post-petition mortgage loan modification.

4. The Debtor needs this modification in order to continue making current direct post-petition mortgage loan payments to BPPR on her residential real property.

Page – 2-  
Debtor's Request for Court  
Authority/Loan Modification  
Case no. 17-03387 ESL13

5. The Debtor is able to pay BPPR the sum of \$550.79 in order to pay the direct post-petition mortgage loan payments to said creditor.

6. The Debtor is current in her confirmed Plan payments to the Trustee and respectfully understands that she has the financial ability to incur in the loan modification with BPPR to pay the \$550.79 per month, thus, she [the Debtor] respectfully requests that the Court grant authorization to incur in this post-petition loan modification and continue with the closing of this loan modification with BPPR, which will allow the Debtor to retain possession of her residential real property.

7. The Debtor hereby requests authorization from the Court to:

a. incur in a post-petition mortgage loan modification with secured creditor BPPR.

8. Based on the aforementioned, the Debtor respectfully requests this motion be granted and the Court to enter an Order allowing the Debtor to incur in the post-petition loan modification as herein described. 11 U.S.C. Section 364; Rule 4001 (c) of the Federal Rules of Bankruptcy Procedure.

**WHEREFORE**, the Debtor respectfully requests this Honorable Court grant the present motion authorizing this request to incur in post-petition loan modification, as herein submitted.

**NOTICE:** Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006 (f) if you were served by mail, any party against whom this paper has been served, or any other party to the action that objects to the relief sought herein shall serve and file an objection or other appropriate response to this

Page – 3-  
Debtor's Request for Court  
Authority/Loan Modification  
Case no. 17-03387 ESL13

**paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.**

**I CERTIFY** that on this same date a copy of this motion was filed with the Clerk of the Court using the CM/ECF filing system which will send notice of same to the Chapter 13 Trustee and all CM/ECF system participants; I also certify that a copy of this motion was sent via US Mail to the Debtor; and to all creditors and parties in interest (CM/ECF non-participants) appearing in the master address list, hereby attached.

**RESPECTFULLY SUBMITTED.** In San Juan, Puerto Rico, this 21<sup>st</sup> day of July, 2020.

**/s/Roberto Figueroa Carrasquillo**

USDC #203624

RFIGUEROA CARRASQUILLO LAW OFFICE PSC

ATTORNEY FOR the DEBTOR

PO BOX 186 CAGUAS PR 00726

TEL NO 787-744-7699 787-963-7699

FAX 787-746-5294

Email: [rfc@rfigueroalaw.com](mailto:rfc@rfigueroalaw.com)





**BANCO POPULAR.**

BANCO POPULAR DE PUERTO RICO  
PO BOX 362708  
SAN JUAN PR 00936-2708

15 de febrero de 2020

Magali Calo-Benitez<sup>23</sup>  
PO Box 2730  
Juncos PR 00777

PRÉSTAMO HIPOTECARIO: 0701401986

Estimado(s) Cliente(s):

En Banco Popular nuestra prioridad es atender las necesidades de nuestros clientes. Por eso, agradecemos su solicitud de evaluación relacionada a su préstamo hipotecario, bajo nuestro Programa de Mitigación de Pérdidas.

Deseamos informarle que, luego de una evaluación de la información provista por usted, se le ha aprobado comenzar un periodo de prueba. Este es el primer paso para cualificar para una modificación de su préstamo o un reclamo parcial, por tal razón es importante que usted lea completamente esta información para que conozca los pasos que usted debe seguir para completar exitosamente este periodo de prueba.

Usted debe contactarnos al 787-522-1544 o si reside fuera del área metropolitana, llame libre de cargos al 1-855-220-2201 para indicarnos su decisión respecto a esta oferta y formalizar el acuerdo, en o antes del 02-29-20. También puede visitarnos a nuestras oficinas:

Area Metro:  
Edificio Centro Europa Suite 201  
1492 Ave Ponce De León  
San Juan, PR 00907

Area Oeste:  
Edificio Banco Popular Piso 4  
15 calle Mendez Vigo Oeste  
Mayaguez, PR 00681

Una vez formalizado el acuerdo, es necesario que realice el primer pago del periodo de prueba, en o antes del 03-01-20. Una vez hecho esto, si ya su préstamo hipotecario fue referido a cobros mediante vía judicial, se detendrá el proceso legal. No obstante, de usted no aceptar esta oferta y/o no cumplir con el primer pago de este periodo de prueba para la fecha antes mencionada, iniciaría o continuaría el proceso legal.

Para completar con éxito este periodo de prueba, usted debe hacer los pagos según desglosados a continuación:

Cantidad del pago	Fecha del pago:
\$ 550.79	03-01-20
\$ 550.79	04-01-20
\$ 550.79	05-01-20



Si usted no realiza algún pago o no cumple con el acuerdo, el mismo se dará por terminado.

Es importante indicarle que la cantidad del pago de las mensualidades de su préstamo hipotecario y todos los términos de su préstamo original permanecerán inalterados y no variarán mientras dure el periodo de prueba previo a la alternativa. Si la alternativa que se proveerá al finalizar el periodo de prueba es una modificación, la misma estará sujeta a que el título de la propiedad esté libre de gravámenes. Si es un préstamo con segunda hipoteca, la modificación estará sujeta a la aprobación para subordinarse, del tenedor en segundo rango. Si durante este periodo de prueba usted radicara quiebra, el mismo quedará cancelado de inmediato. No recibirá una notificación adicional para evitar un posible incumplimiento con la ley de quiebra.

Es importante que usted revise detalladamente la información incluida de Preguntas Frecuentes, Periodo de Prueba y Avisos Legales.

De usted tener dudas relacionadas a la información provista en esta carta, favor de comunicarse con nosotros al 787-522-1544 o libre de cargos al 1-855-220-2201. De igual forma puede contactarnos, si usted entiende que no podrá cumplir con el periodo de prueba informado, pero interesa retener su propiedad o, si decide disponer de la misma.

Atentamente,

Unidad de Mitigación de Pérdidas.  
LM196

Label Matrix for local noticing  
0104-3  
Case 17-03387-ESL13  
District of Puerto Rico  
Old San Juan  
Tue Jul 21 11:11:13 AST 2020

BANCO POPULAR DE PUERTO RICO  
MARTINEZ & TORRES LAW OFFICES, P.S.C.  
PO BOX 192938  
SAN JUAN, PR 00919-3409

COOP A/C DEL VALENCIANO  
LUIS FRED SALGADO, ESQ  
PMB 15  
267 CALLE SIERRA MORENA  
SAN JUAN, PR 00926-5574

EDUCOOP  
PEDRO I TORRES AMADOR ESQ  
PO BOX 364966  
SAN JUAN, PR 00936-4966

US Bankruptcy Court District of P.R.  
Jose V Toledo Fed Bldg & US Courthouse  
300 Recinto Sur Street, Room 109  
San Juan, PR 00901-1964

AEE  
PO Box 363508  
San Juan, PR 00936-3508

AEELA  
PO Box 364508  
San Juan, PR 00936-4508

Banco Popular De Puert  
209 Munoz Rivera Ave  
San Juan, PR 00918

Citi  
PO Box 6190  
Sioux Falls, SD 57117-6190

Coop A/C Valenciano  
PO Box 1510  
Juncos, PR 00777-1510

Departamento de Hacienda  
PO Box 9024140  
San Juan, PR 00902-4140

Dsnb Macys  
PO Box 8218  
Mason, OH 45040-8218

EDUCOOP  
PO BOX 364966  
SAN JUAN PR 00936-4966

Educoop  
PO Box 1283  
Caguas, PR 00726-1283

Educoop  
PO Box 192770  
San Juan, PR 00919-2770

Islandfin  
PO Box 71504  
San Juan, PR 00936-8604

(p)JEFFERSON CAPITAL SYSTEMS LLC  
PO BOX 7999  
SAINT CLOUD MN 56302-7999

MIDLAND FUNDING LLC  
PO BOX 2011  
WARREN, MI 48090-2011

Pentagon Federal Cr Un  
PO Box 1432  
Alexandria, VA 22313-1432

Quantum3 Group LLC as agent for  
MOMA Funding LLC  
PO Box 788  
Kirkland, WA 98083-0788

Sears/Cbna  
PO Box 6282  
Sioux Falls, SD 57117-6282

Sistema de Retiro Maestros-Pensionados  
Edif Capital Center Torre Ave Arterial H  
San Juan, PR 00919-1879

Syncb/Car Care Pep Boy  
4125 Windward Plz  
Alpharetta, GA 30005-8738

Syncb/Jc Penney Pr  
PO Box 965007  
Orlando, FL 32896-5007

Syncb/Sams Club  
PO Box 965005  
Orlando, FL 32896-5005

Syncb/Walmart  
PO Box 965024  
El Paso, TX 79998

Syncb/Walmart DC  
PO Box 965024  
Orlando, FL 32896-5024

Syncb/tjx Cos  
PO Box 965005  
Orlando, FL 32896-5005

ALEJANDRO OLIVERAS RIVERA  
ALEJANDRO OLIVERAS CHAPTER 13 TRUS  
PO BOX 9024062  
SAN JUAN, PR 00902-4062

MAGALI CALO BENITEZ  
PO BOX 2730  
JUNCOS, PR 00777-2730

MONSITA LECAROS ARIBAS  
OFFICE OF THE US TRUSTEE (UST)  
OCHOA BUILDING  
500 TANCA STREET SUITE 301  
SAN JUAN, PR 00901

ROBERTO FIGUEROA CARRASQUILLO  
PO BOX 186  
CAGUAS, PR 00726-0186

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Jefferson Capital Systems LLC  
Po Box 7999  
Saint Cloud Mn 56302-9617

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d) BANCO POPULAR DE PUERTO RICO  
MARTINEZ & TORRES LAW OFFICES, P.S.C  
PO. BOX 192938  
SAN JUAN, PR 00919-3409

End of Label Matrix	
Mailable recipients	31
Bypassed recipients	1
Total	32